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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

1. Name of Registrant <b>ARNOLD &amp; PORTER</b>	2. Registration No. <b>1750</b>
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- |   |   |
|---|---|
| <input type="checkbox"/> To correct a deficiency in       | <input type="checkbox"/> To give a 10-day notice of a change in information as required by Section 2(b) of the Act. |
| <input type="checkbox"/> Initial Statement                |   |
| <input type="checkbox"/> Supplemental Statement for _____ | <input type="checkbox"/> Other purpose (specify) _____  |

☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

Agreement (see item 5 below)

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

This amendment to Registrant's Registration Statement is to give notice of change in an Exhibit B previously filed with respect to the Province of Alberta. Registrant has entered into a new written agreement with the foreign principal dated April 1, 1996. A copy is attached.

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CB

CRM/ISS/REGISTRATION UNIT

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The undersigned swear(s) or affirm(s) that he has *(they have)* read the information set forth in this amendment and that he is *(they are)* familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his *(their)* knowledge and belief.

Lawrence A. Schneider

Lawrence A. Schneider

(All copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

District of Columbia:

Subscribed and sworn to before me at 555-12th St., N.W., Wash., D.C.

this 9th day of April, 1996

Jean A. Jantz  
(Notary or other officer)

My commission expires 9-30-96

Jean A. Jantz

**RETAINER AGREEMENT**  
made as of the 1st day of April, 1996

between Her Majesty the Queen in the right of the Province of Alberta (hereinafter called Alberta)

and Arnold & Porter, a partnership established for the practice of law (hereinafter called A & P), located at 555-12th Street, N.W., Washington, D.C. 20004

Whereas at the request of Alberta, A & P has agreed to provide consulting services as herein provided, the parties hereto agree as follows:

1. Alberta retains A & P for the provision of consulting services (and A & P may use the resources and personnel of APCO Associates, in providing such consulting services) in accordance with the terms and conditions hereinafter set forth.
2. The term of the agreement shall be for one year commencing on the first day of April 1996. This term may be extended upon the mutual agreement of the parties in writing.
3. A & P, using APCO as appropriate, shall provide the type of services detailed below as Alberta may request from time to time, consistent with the budget limitations detailed in Paragraph 4 below:
  - a) provision of monitoring and consulting services for political, legislative, and legal events of relevance to Alberta;
  - b) provision of monitoring and consulting services related to forestry issues;
  - c) such other services from Arnold & Porter may be requested by Alberta from time to time.

(These services will not entail lobbying or similar activities, unless Alberta specifically requests such services.)
4. Alberta agrees to pay to A & P professional fees incurred by A & P and APCO on a time basis, in accordance with the time logged and hourly rates displayed in each invoice.

Alberta may approve advance retainer payments for defined issues if anticipated work warrants them.

In addition, Alberta shall pay necessary disbursements incurred by A & P and APCO in the billing period upon receipt of an invoice documenting such disbursements.

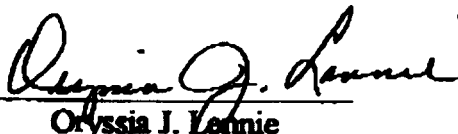
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A & P agrees to segregate in its invoice costs associated with each of the components of paragraph 3 and disbursements.

A & P acknowledges that the total Alberta budget for the provision of all professional services and disbursements is U.S. \$85,000 for the 12-month term. A & P agrees to invoice in excess of the U.S. \$85,000 budget only on the approval in writing of Alberta, as represented by Mr. Helmut Mach, Executive Director, International Economic Relations, Federal and Intergovernmental Affairs.

5. A & P shall be at liberty, in its discretion, to disclose its status as non-exclusive representative for consulting services for Alberta within the United States.
6. A & P and APCO shall make all necessary public filings of this agreement as A & P deems necessary within the United States, and for that purpose, A & P shall have any necessary authority of Alberta conveyed herein.
7. This agreement may be amended by mutual written consent.
8. This agreement shall be governed by the laws of the District of Columbia.

For Alberta



Orlyssia J. Lennie  
Deputy Minister  
Federal and  
Intergovernmental Affairs

For Arnold & Porter



Claire E. Reade  
Partner